

PREFACE

This handbook has been compiled by the Sierra Vista Communities Homeowners Association, Inc. (the "Association") to outline the operational procedures of the Association, to communicate rules and regulations, and to provide other information about the Association's Property.

Capitalized words in this Handbook have the same meaning as capitalized words in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIERRA VISTA (the "CC&R's") unless otherwise defined herein.

Sierra Vista (The "Community") is a planned community comprised of multiple subdivisions in which the Association owns landscaped areas, and other facilities within the Community (The "Association Property") for the benefit of all persons who own property in the Community (the "Owners").

The advantage of a planned development is that the authority, as well as the responsibility for maintaining the Association Property, is retained by those with invested interest in the community's welfare--the *Owners*.

Living in a planned community can be a happy and rewarding experience. A planned community helps ensure that the original planning concepts and design that went into creating the community are preserved, protected, maintained and enhanced.

EVERYONE BENEFITS FROM AN EFFECTIVE ASSOCIATION

Each Owner should have received a copy of the CC&R's, the By-Laws of the Sierra Vista Communities Homeowners Association, Inc., the Design Guidelines, and the Supplemental Declaration for their Subdivision, generically together referred to as the Governing Documents for Association. Please become familiar with the Governing Documents, since they set forth in detail, the rights, duties, and obligations of each Owner; and they, not this handbook, are the official documents which cover these rights. The Rules and Regulations and the Architectural Guidelines *supplement* the Governing Documents, and in case of conflict, the Governing Documents shall prevail. The Rules and Regulations and the Architectural Guidelines may be periodically updated and distributed by the Association's Board of Directors (the "Board"). The CC&R's and By-Laws may only be amended by a super majority of the Voting Members.

PLEASE READ THIS INFORMATION CAREFULLY AND BE CERTAIN THAT YOUR FAMILY, GUESTS AND TENANTS UNDERSTAND THE RULES AND REGULATIONS ENTIRELY. If there are any questions or if you do not have copies of the Association's documents, please contact the Management Company in writing.

In order to maintain a responsible and successful Community, the Governing Documents must be observed. They ensure the enjoyment of your Community and the continuing appreciation of your individual investments.

We trust that your knowledge of this information will enhance your daily enjoyment of your residence in SIERRA VISTA.

Thank you for your consideration and cooperation.

GENERAL INFORMATION

The purpose of your Association is to maintain, repair, replace and/or care for the property and assets of SIERRA VISTA COMMUNITIES HOMEOWNERS ASSOCIATION for the mutual benefit of all Owners. In addition, its purpose is to enhance the environmental quality and economic value of the property through architectural controls, and to provide Owners an alternative means of enforcement of the CC&R's. Your cooperation is essential to accomplish these goals. Common sense and consideration for your neighbors are the keys to its success.

Each Owner is a member of the SIERRA VISTA COMMUNITIES HOMEOWNERS ASSOCIATION. Owner participation in the Association is both necessary and encouraged. Residential responsibility, cooperation and action have many rewards. One is that the Community continues to be a showcase long after all the residences are sold because the quality of the Community is preserved, maintained, and enhanced.

ASSESSMENTS

Each Owner has agreed to pay on time to the Association all regular and special assessments levied by the Association for the maintenance, repair, operation and improvement of the Association Property. Regular assessments are called Maintenance Fee payments and are due quarterly on the 1st day of January, April, July, and October. These fees are collected to pay the operating expenses of the Association, and to build reserves for the eventual replacement of Association Property. The Association may also levy Special Assessments or Reimbursement Assessments as provided in the Governing Documents. *Prompt payment of Association Fees is appreciated so the Association can pay its bills in a timely fashion.*

ASSOCIATION FEE PAYMENTS

Association fees are due and payable on the first (1st) day each calendar quarter. The Association will issue invoices for assessments due at least thirty days in advance of the quarterly due date. Fees should be remitted by check or money order payable to Sierra Vista Communities Homeowners Association, Inc. Payments should be sent by mail or electronic funds transfer to the Management Company.

LATE CHARGES & INTEREST

Association fee payments are considered late if not received on or before the 45th day from the due date in the office of the Association. Late charges in the amount of fifty dollars (\$25.00) are assessed after the 45 days late. In addition, a Collection Notice fee of \$25.00 (subject to change by the Management Company) is levied when a 45 day late notice is sent. Interest of eighteen percent (18%) per annum is charged on amounts due over forty-five (45) days, calculated from the due date until the date paid.

A second late notice is sent when an account is ninety (90) days delinquent. A \$25 Collection Notice fee is also levied for this second notice.

A Notice of Intent to Lien is sent when an account is one hundred twenty (120) days delinquent. A \$55 Demand Letter fee (subject to change by the Management Company) is levied for this third late notice.

RECORDATION OF LIEN. One Hundred-Eighty (180) days after the due date, if an Owner fails to pay in full the entire amount covered by an Intent to Lien notice by the date specified, a written notice of lien will be prepared and recorded with the County Clerk. A lien fee in the amount of \$190 (subject to change by the Management Company) will be charged to the Owner's account

NON-SUFFICIENT FUNDS CHECKS (NSF)

A thirty-five-dollar (\$35) service charge will be applied to accounts after the return of a check for non-sufficient funds (NSF), plus late charges where applicable. If two (2) NSF checks are received, checks will no longer be an acceptable form of payment for that account. Should this occur, the Owner is asked to make all future remittance by ACH, money order, or cashier's check.

FINES

The Association may, after notice and an opportunity to be heard, levy fines against unit Owners for violation of these Rules & Regulations and the CC&R's.

COLLECTION OF DELINQUENT FEES

Collections may be initiated once Association Fees are past due. Legal fees and administrative fees associated with collections may be assessed against the delinquent account.

LIENS

The Association has a lien on a home for any assessment levied against that home or fines imposed against its Owner from the time the assessment or fine becomes due. The term "assessment" includes all fees, charges, late charges, fines and interest. An Association lien may be foreclosed in a similar manner as a mortgage.

ASSOCIATION OPERATION

BOARD OF DIRECTORS

The Association is governed by a Board of Directors who set policy for the Association. The Board appoints three of its members to the offices of President, Vice President, and Secretary/Treasurer as executive officers. The Board consists of not less than three (3) and not more than nine (9) individuals. Board Members are elected to staggered two-year terms. If any Owner wishes to nominate himself, or be nominated, or nominate someone else for election to the Board, the name of the nominee should be submitted in writing at least thirty (30) days prior to the annual meeting, along with a letter of willingness to serve, and a biographical sketch.

MANAGEMENT COMPANY

The Board has chosen a Management Company to handle the day-to-day operation of the Association. Board members may be contacted in writing through the Management Company.

ANNUAL MEETING OF OWNERS

The Association holds its annual meeting on the first Tuesday of October, at which time Board Members are elected upon expiration of terms. Owners will be notified in writing in advance of the Annual Meeting. Notice is mailed to each Owner of record to the address of each Lot, or to the mailing address designated in writing by any Owner. An accounting of the expenses and receipts of the Association as well as a summary of the budget of the upcoming calendar year is provided.

BOARD OF DIRECTORS MEETINGS

The Board meets as frequently as Association business warrants. Board meetings are open to the Owners. If any Owner wishes to have an issue considered at a Board meeting, the matter should be submitted in writing to the Board a minimum of five days in advance of the meeting. Contact the Management Company for the date of the next Board Meeting.

FINANCIAL STATEMENTS

Financial statements are prepared by the Management Company. A copy of financial statements may be obtained by contacting the Management Company in writing. Financial statements and records may also be viewed in the Management Office during regular business hours by appointment.

ASSOCIATION PROPERTY PROBLEMS

To report non-emergency problems related to the Association property, please contact the Management Company. In the event of an EMERGENCY, dial 9-1-1 for immediate assistance. If the emergency situation is one that involves the Association Property, please report the incident, as soon as possible, to Management Company's emergency number.

HOW TO BE ACTIVE IN YOUR COMMUNITY

Homeowner participation in the Association is essential to a healthy community. How can you participate?

- ❖ Get to know your neighbors.
- ❖ Consider running for the position of Voting Member or Alternate Voting Member for your Neighborhood
- ❖ Consider running for a position on the Board.
- ❖ Read all Association material and newsletters. Review financial information and budgets you receive.
- ❖ Be sure to attend annual and special meetings, in person if possible, and by proxy if not.
- ❖ Contact the Management Company in writing if there is an issue you feel needs to be addressed. Letters from Owners are presented to the Board.
- ❖ Report problems to the Management Company promptly and accurately.
- ❖ Attend a Board Meeting or two.
- ❖ If Committees are formed, consider serving.
- ❖ Be active in Neighborhood Watch once it is formed.

INSURANCE

The Association provides the types of insurance required by the By-laws. All insurance policies (or certificates) are retained by the Association and are open for inspection by Owners during regular business hours.

The Association is required to secure and maintain adequate liability and hazard insurance for property owned or maintained by the Association. Directors' and officers' liability insurance is also required for the officers and directors of the Association.

Each Owner should maintain general liability and hazard insurance for their home & lot.

Any insurance loss involving the Association's Property should be promptly reported to the Association through the Management Company.

MAIL DELIVERY

The Subdivision has groups of community mailboxes. These mailboxes are called Neighborhood Box Units (NBU's). They are the property of the U.S. Post Master. Please contact the local post office to obtain information regarding which box belongs to your home, request keys, or report malfunctions with your box.

ARCHITECTURAL CONTROL COMMITTEE REVIEW

Living in a planned Community such as SIERRA VISTA offers certain privileges. It also involves certain restrictions. In order to preserve the value, desirability, attractiveness and architectural integrity of the Community, restrictions are placed on changes to the lots and homes within it. The Association has been authorized to form an Architectural Control Committee ("ACC") to administer these restrictions.

The ACC is charged with the responsibility to receive, review, consider and act upon all plans, complaints, requests for determinations, and development plans, *which involve changes to the exterior of any home or lot, including landscaping.*

The purpose of the ACC is to assure overall continuity of design to preserve and improve the appearance of your community.

The ACC has established Design Guidelines and Architectural Rules that make more definite the standards acceptable for changes and improvements to properties in Sierra Vista. The Design Guidelines are intended to assist Owners in planning changes and improvements and to increase the Owners' awareness of ways to maintain neighborhood integrity.

The Design Guidelines are applicable to all of Sierra Vista. Supplemental Design Guidelines have been adopted for each Neighborhood in Sierra Vista. This handbook incorporates many of the Design Guidelines restrictions, but Owners are advised to also review the Supplemental Guidelines for their Neighborhood prior to making an application. Copies of the Design Guidelines and Supplemental Design Guidelines can be obtained from the Management Company.

The ACC is not responsible for approving the means or methods of the installation or construction of any improvement. This is the sole responsibility of the individual Owner. After approval from the ACC and prior to beginning any construction, the individual Owner must locate all existing below grade utility lines, such as gas and water (if applicable) and must obtain all necessary approvals, certificates or permits from applicable governmental agencies or entities.

Before beginning any addition, alteration, or construction involving the exterior appearance of a home or lot, the Owner needs to check with the Management Company to determine whether a submittal to the ACC is required. These changes include, but are not limited to, adding a porch, sidewalk, new HVAC equipment, a swimming pool, storm door or security iron,

new windows, walls, installing landscaping of any kind, paint or stucco colors, etc.

THE COLOR SCHEMES OF THE ORIGINAL BUILDERS WERE APPROVED BY THE ACC. OBTAIN ACC APPROVAL OF EXTERIOR COLORS PRIOR TO ALTERING THE EXTERIOR COLOR OF A HOME.

Failure to obtain the approval of the ACC when required will constitute a violation of the CC&R's and may require modification or removal of unauthorized work or improvements at the Owner's expense.

Once an application for an improvement has been approved by the ACC, the plans must be followed as approved if constructed. Any modification to the approved plans must receive ACC approval prior to construction, it is important to understand that ACC approval is not limited to major alterations such as room additions or new exterior refinishing or major landscape improvements.

If submittal to the ACC is required in accordance with CC&R's and its guidelines, plans must be submitted, even if the identical improvement may have been previously approved for a neighboring property owner. During an evaluation of an application, the ACC must consider the characteristics of the home, lot and the individual site on a case-by-case basis. Furthermore, in making its decisions, the ACC may be called upon to consider and balance conflicting interests of parties who would be impacted by such decisions.

The ACC may require a building compliance deposit to assure compliance of improvements with the ACC approval. The ACC may refund the deposit after completion of improvements if there is evidence satisfactory to the ACC that all improvements comply with the approved request and CC&R's.

Forms for submission of requests can be obtained from the Management Company.

EMERGENCY PREPAREDNESS

FIRE EMERGENCY PROCEDURES

Upon taking occupancy of your home, you should set aside time to walk around and familiarize yourself with your new residence, and the Association's Property. This will enable you to become a more familiar with the emergency equipment, water and electrical devices. Be certain, when first moving in to test your smoke detector to make certain it is in proper working order and locate your fire extinguisher.

THE EMERGENCY NUMBER FOR FIRE, POLICE AND PARAMEDICS IS 9-1-1.

1. Upon hearing the smoke detector DO NOT PANIC!!! KEEP CALM !!! Go to the nearest closed door and feel the door with your hands to see if it is hot. DO NOT OPEN THE DOOR UNTIL YOU FEEL IT WITH YOUR HANDS FIRST.
2. If the door is not hot, brace body against the door and open it a crack. Be prepared to slam it shut if heat or smoke rushes in. If it is clear, open the door slowly all the way and leave the fire area quickly, closing all doors that you pass through on your escape route and proceed directly to the nearest fire exit. If you must use an escape route where there is smoke, stay as low as possible. Crawling lets you breathe the cleaner air near the floor as you move toward an exit. If you feel capable of attempting to extinguish the fire, you may do so. But if the fire is not quickly extinguished, 9-1-1 should be called immediately so assistance can be dispatched.
3. If any of your doors are hot or you see smoke seeping under the door, DO NOT OPEN THE DOOR. Seal off the cracks around the door to keep the smoke out.
4. If necessary, dampen a cloth to place over your nose and mouth to filter out smoke and gases.
5. Try to get to a window in the room you are in and exit as quickly as possible. Then alert nearby homes and guide the incoming firemen.

911 EMERGENCY

RULES AND REGULATIONS

ARTICLE I GENERAL INFORMATION

Section 1.1 - Introduction. The rules and regulations contained herein, are issued by the Board as authorized by the Governing Documents of the Association. This is a **supplement** to the **SIERRA VISTA HOMEOWNERS ASSOCIATION'S** Governing Documents. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the governing documents shall prevail. The Association also falls under the jurisdiction of the Village of Los Lunas, and County of Valencia and all ordinances and codes apply. Please read the CC&R's and Rules and Regulations carefully. If you break any rule, and the Property Manager or a Board member brings it to your attention, please respect their wishes, as they are acting on behalf of the Association.

Section 1.2 - Purpose of Rules and Regulations. The Rules and Regulations are intended as a guide for the conduct and activities of all Owners, tenants, residents and their guests. Each Owner or resident living within the Community and using the Association Property is entitled to maximum enjoyment without annoyance or interference from others, subject to the Governing Documents.

Section 1.3- Changes in Rules and Regulations. The Board may, in accordance with the CC&R's, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the Community, for its care and cleanliness and for the protection of the Community's reputation. When notice of any such alteration, amendment, revocation or addition is given to any Owner or resident it shall have the same force and effect as if originally made a part of the Rules and Regulations.

Section 1.4 - Compliance with Rules and Regulations. All Owners, residents, tenants, and guests are required to abide by the provisions of the CC&R's, the Design Guidelines, the Supplemental Design Guidelines applicable to a Neighborhood, and these established Rules and Regulations. Owners are held responsible for the actions of the tenants, guests and other residents of their residence. **OWNERS MUST PROVIDE A COPY OF THE GOVERNING DOCUMENTS AND THESE RULES AND REGULATIONS TO THEIR TENANTS.** Additional copies of any of the Governing Documents are available from the Management Company for a small fee. Anyone refusing to abide by these rules may face corrective action as decided by the Board. The Management Company acting on behalf of the Association has been instructed by the Board to require the compliance of persons in the Community with the provisions of the Rules and Regulations and the CC&R's.

Section 1.5 - Violations of the CC&R's and the Rules and Regulations: It is the right and duty of each resident to report violations in writing to the Board or its appropriate Committee through the Management Company. The Management Company following the policies established by the Board and the CC&R's will bring indications of or actual violations to the attention of the Owner or occupant in writing.

Section 1.6 - Failure to Correct a Violation. Failure to correct a violation after notice and an opportunity to be heard, could subject an Owner to legal fees, special assessment and fines. Further failure to correct a violation could cause legal action to be taken. All expenses incurred by the Association to correct a violation will be the responsibility of the Owner and they will be billed and their home will be liened.

ARTICLE II USE OF HOMES AND LOTS

Section 2.1. - Home Occupations. In addition to the restrictions set forth in Governing Documents, the ACC has adopted the following rules regarding home occupations within the subdivision:

- a) The use shall be merely incidental to the use of the Property as a residence and the operation of the business must not result in the violation of any applicable ordinances, laws, or the provisions of the Governing Documents.
- b) The business must be operated solely within the inside of the residence.
- c) The business must be limited to arts and crafts or the rendition of professional services or other similar activities.
- d) The business must be operated by the Owner of the Property whose principal residence is the Property, by a tenant whose principal residence is the Property or by a member of such Owner's or tenant's family whose principal residence is the Property.
- e) The use must not generate any unreasonable increase in the flow of vehicular or pedestrian traffic in excess of that which is normally associated with residential use and must not create parking problems within the Community.
- f) The existence or operation of such activities must not create any odor, noise or vibration outside the Property.
- g) No part of the Association Property may be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, or vending.

Section 2.2 - Water Waste. Owners shall keep their irrigation systems in good repair and condition to prevent water waste. Irrigation will be controlled so water does not flow onto sidewalks, streets or damage party walls, or perimeter walls. **OVER WATERING MAY CAUSE DAMAGE TO IMPROVEMENTS ON THE PROPERTY.** Please help conserve water.

Section 2.3 - Maintenance and Height of Walls. No colors shall be used in the treatment of walls. "Community Perimeter Walls" are walls that are adjacent to the principal streets, which are: Main Street (Highway 6), Emily Ave., Abby Road, Sierra Vista Ave., and Pioneer Ave, or are adjacent to Common Areas. "Privacy Walls" are walls that are common to an Owner and the owner of an adjacent home and are located on property lines between homes or adjacent to a street other than the principal streets named above. No changes whatsoever may be made to Association Walls without the express written consent of the Architectural Control Committee. Privacy Walls may be increased in height to 6ft. (measured from the high side of the grade) without the prior written approval of the Architectural Control Committee under the following conditions: 1) that the color and size of the block match the existing block, 2) that the mortar match the color of the mortar in the existing wall, and 3) that the work be completed by a licensed, insured contractor. Increasing the height of a wall above six feet or any other changes to walls require the approval of the ACC.

Section 2.4 - Yard Maintenance. The yards of a Property shall be landscaped within fourteen (14) months from the commencement of construction, or one year from the initial occupancy of the Property. Dead plant material shall be removed and replaced immediately. No plants shall be planted that will damage or climb on the Common or Perimeter Walls. Such plants will be removed immediately upon notice from the Association. Any changes to or installation of landscaping shall be approved in advance by the ACC. Owners are responsible for maintaining the landscape in the strip between the curb and the sidewalk and will keep any plantings they install in this area neatly trimmed so that they will not infringe upon nor obstruct the sidewalk or extend over the curb into the street. Owners of corner lots are responsible for the maintenance of the landscaping in the strip between the curb and the sidewalk along the side of their lots.

Section 2.5 - Storm/Screen/Security Door. Owners may install a metal storm/security/screen door on the main entry to their Property in almond, white, black or a color matching the building stucco colors. Any Owner who installs such a door is responsible for maintaining such door in good condition and repair. If the door is removed, the Owner is responsible for patching the surrounding stucco or doorframe in a workmanship-like manner. The Association will require any doors installed out of compliance with this Guideline to be removed by the Owner at the Owner's expense.

Section 2.6 - Sidewalk and Street Maintenance. The sidewalk, gravel landscape buffer between the sidewalk and street, and in the case of

corner lots and the sides as well, shall be kept clean, weed, debris and gravel free by the Owner whose property adjoins such areas.

Section 2.7 - Removal of Snow, Ice and Water. Each Owner is responsible for removing snow and ice from the sidewalks in front of, and in the case of corner lots, on the side of, their Property.

Section 2.8 – Drainage. Each Owner shall have the duty and obligation to maintain the drainage pattern established on their Property free of debris and any other material that may impede the flow of water. Backyard drainage is typically directed through the gate opening. Care must be taken in the installation of concrete or paver stone walkways to ensure that such improvements do not impede or restrict the drainage of the back yards (such walkways need to be installed low enough that it will also function as a drainage channel).

Section 2.9 - Accessories. No fences, awnings, ornamental screens, screen doors, sunshades, sheds, covered patios, gazebos, or walls of any nature shall be erected or maintained on or around any portion of any Property or elsewhere within the Community without prior written approval of the ACC and/or in accordance with rules or guidelines issued by the ACC.

Section 2.10 - Window Coverings. Temporary interior window coverings in a design and color that does not conflict with the surrounding improvements (but excluding aluminum foil, newspapers) shall be permitted for a maximum period of sixty (60) days from the date of the closing of the purchase of a Property. All window covering (including Temporary Window Coverings) shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the home.

Section 2.11 - Holiday Decorations. Holiday decorations shall not be left up on home exteriors or in yards longer than sixty (60) days. This period encompasses thirty days prior to and thirty days after the holiday.

Section 2.12 - Garage Doors. Replacement garage doors are to be painted to match the color of the stucco or trim.

Section 2.13 - Patio Covers. Patio covers are to be constructed in the same style established by the original builder. Pillars and soffits/parapets are to be stucco and colored to match the residence. Patio roofs are to: a.) match roof of the residence as closely as possible, or b.) be surfaced as a deck with materials approved by the ACC and obscured by deck walls, or c.) be constructed of other materials (built up or rolled roofing) provided such roofs are rendered not visible by stucco clad parapets that match the color of the residence.

Section 2.14 – Exterior Lights. - Exterior light sconces (garage and porch) are to be matching fixtures and maintained in good repair. Motion

detected security lights are permitted provided the area of illumination is limited to the property boundaries.

ARTICLE III USE OF ASSOCIATION PROPERTY

Section 3.1 - Proper Use of Association Property. No activity is permitted which would damage or deface the grounds, walkways, gates, walls, sidewalks, roads, entryway and other Association Property. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, etc. Individuals who are responsible for such damage to the Association Property will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items or property caused by themselves, members of their families, their guests, tenants, pets, contractors, sub-contractors, etc. **Owners are held responsible for the actions of their tenants and guests and may be assessed monetary fines for their violations of the Rules and Regulations.**

Section 3.2 - Association Property. Association entry ways, time clocks, watering systems, etc., are to be adjusted and set by **authorized personnel** only, to avoid breakage, and not by residents. Your Association employs a Property Manager whose duties are to operate, control and maintain the Association's Property, including entryways, landscaping, and irrigation. Any problems with Association Property should be reported to the Management Company. No Owner, resident, tenant or any other occupant may make any alterations or improvements to the Association Property.

ARTICLE IV ACTIONS OF OWNERS AND OCCUPANTS

In addition to the restrictions set forth in Article VII of the CC&R's, the following restrictions apply to actions of Owners and occupants of property within the subdivision.

Section 4.1 - Noise.

- a) Noise disturbances are subject to interpretation under the Albuquerque Noise Ordinance.
- b) In the event of a noise disturbance, Residents shall first contact their neighbor and inform them that a noise disturbance is being created.
- c) If the problem continues, violations may be reported, in writing, to the Board by any Owner or resident through the Management Company.

- d) Disturbances of the peace, such as loud parties or gatherings between the hours of 10:00 p.m. and 7:00 a.m. can be reported to the Los Lunas Police Department.
- e) **Please be considerate of those living close to you and keep noise levels as low as possible.**

Section 4.2 - Pets.

- a) Any litter deposited by pets on front yards, sidewalks, streets or Association Property must be removed immediately by the owner of the animal involved.
- b) Residents who are disturbed by an animal are urged to first contact their neighbor. If unsuccessful they may contact Village of Los Lunas Code Enforcement (505-839-3842).
- c) Residents are responsible and liable for any personal injury or property damage caused by their pets. Pet Owners who have pets in the Community shall be deemed to have agreed to indemnify and hold the Association, each other Property Owner, and Declarant free and harmless from any loss, claim, or liability of any kind or character whatsoever arising by reason or keeping or maintaining such pet within the Community. If the pet owner is a tenant, the Owner of the residence is liable.

Section 4.3 – Satellite or Communication Devices. No Satellite dish, cabling or communications device shall be attached or placed on the roof of any building or any Party Wall or Association Wall in the community. No satellite dish larger than one (1) meter (39 inches) shall be installed within the community without express approval of the ACC. Satellite dishes may be installed in the backyard of a home, or on the eaves of a home; provided, however, that no dish shall be installed within ten feet (10') from the front (street facing) elevation of a home. The height of ground mounted satellite dishes in backyards shall not exceed the height of that property's Party Walls. Owners are requested to locate satellite dishes so that they are not visible from the street if possible. ACC approval is not required for the installation of satellite dishes that are in conformance with this rule.

Section 4.4 – Basketball Goals. On through streets, portable basketball goals not in use should be rolled back by the house and are not allowed to remain in the street (the street ends at the back of the sidewalk).

Section 4.5 – Signs. Except as provided herein, no sign, billboard, banner, or advertising structure shall be erected or maintained on any Lot or parcel of property within Sierra Vista, unless approved in writing by the Architectural Control Committee (ACC).

- One "For Sale" sign not exceeding six (6) square feet is permitted on a lot.
- o Directional signs to open houses may be placed only during the times of the open house and shall be removed at the end of each showing period. No permanent directional signs to property for sale (bandits) shall be placed on common areas nor elsewhere within the community.
- One security monitoring sign, not exceeding one square foot, may be placed in the front yard of a lot. Security monitoring company decals not exceeding six square inches may be placed in windows.
- Address identification signs are permitted. Address numbers attached to the structure may not exceed six inches in height and must be of materials and colors that harmonize with the building design. Address numerals may be painted on curbs, provided that only one curb identification sign per lot is allowed. Freestanding or monument address identification signs require ACC approval.
- Political signs are permitted that are related to upcoming ballot issues. Political signs may not exceed six (6) square feet each. Not more than three political signs are allowed per lot. Political signs may be placed on a lot sixty (60) days prior to the election date and are to be removed within seven (7) days after the election date. No political signs are allowed in the common areas.
- o Profanity is not allowed on any signs in the community.
- o Signs that either promote or denigrate people, organizations, or causes that are not the subject of an upcoming ballot issue are not allowed.
- Welcome signs, welcome mats, and signs that identify the family at a property are allowed provided they are on the front porch of the residence and are near the entry door.
- Signs that promote a commercial enterprise not conducted on the lot are not permitted.
- o Temporary signs regarding ongoing work on a lot (Solar by XYZ, Stucco by XYZ, etc.) are permitted while the work is in progress. These temporary signs are to be removed within 2 weeks after the work is completed.
- o Garage Sale, Yard Sale, Estate Sale signs, including directional signs to the event, are permitted 24 hours prior to the date of the event in front yard and common areas. All signs shall be removed at the end of the event.
- Signs required by legal proceedings or law authorities are permitted.
- Signs, flags, banners, bandits, or billboards may be erected by the Declarant or Builders conducting business within the community on common areas or other lands owned by the Declarant or Builders.

ARTICLE V RUBBISH

Section 5.1 - Trash Containers. All trash, garbage, recycling or other waste shall be kept in sanitary containers provided by the Village of Los Lunas for that purpose. Trash containers shall be stored in the garage of the home, or behind the front façade of the home.

Section 5.2 - Pick-up of Trash Containers. Trash containers and recyclable materials may be set curbside beginning at dusk the evening before the day of pick-up. Trash containers must be returned to their storage enclosure by midnight the day of trash pickup. It is recommended that all trash inside the container be sealed in bags to prevent material from spilling onto the streets during pick-up. Owners are responsible for the removal of any spilled material by their trash container. Items set out for large item removal shall remain on the street no longer than twenty-four (24) hours.

Section 5.3 - Offensive Odors. No Owner shall permit any odor to arise so as to render any Property unsanitary, unsightly, offensive or detrimental to any other adjacent Property or to its occupants.

OWNERS WILL BE ASSESSED FOR ANY CLEAN-UP SERVICES PROVIDED BY THE ASSOCIATION

ARTICLE VI MOTOR VEHICLES

Section 6.1 – Carports and Shade Structures. The construction of carports or shade structures or canopies for vehicles are not allowed.

Section 6.2 – Parking. Owners are responsible for their residents, guests, invitees, and tenants' compliance with these rules.

- a) No part of a vehicle may be parked on any portion of a sidewalk (including the sidewalk across their driveway), the landscape strip between the curb and the sidewalk, or in the front, side, or backyard of a property.
- b) Vehicles parked on the street shall be parked on the correct side of the street, facing the same direction as the flow of traffic.
- c) Vehicles parked on the street shall not obstruct access to or from driveways.

Section 6.3 – Inoperable Vehicles and Commercial Equipment. Operable vehicles are defined as vehicles displaying current registration tags, with windows and windshields intact, inflated tires, headlights and turning signals in working order, and capable of being driven on public streets under their own motor power. All other vehicles are considered to be inoperable vehicles. No dismantled, inoperable or wrecked vehicles or

equipment shall be parked, stored or deposited on driveways, streets or Association Property within the Community. Such vehicles may be stored or worked on within the garage of a home. Commercial Equipment are vehicles larger than a standard half-ton pickup truck, or standard panel van bearing commercial insignia, or would be commonly considered commercial vehicles (trucks, tractors, semi cabs or trailers, etc.), or other equipment commonly used in commercial enterprises (backhoes, commercial sprayers, etc.). No Commercial Equipment shall be parked or stored on any lot, street, or Association Property in Sierra Vista.

Section 6.4 - Vehicle Repairs. The repair of automobiles or other motorized vehicles shall be conducted within the garage of a home, but not in the street or the driveway.

Section 6.5 - Vehicle Registration. All vehicles in the Community shall have license plates with current registration. Owners shall register their vehicles with the Association if asked.

Section 6.6 - Association's Right to Tow. The Association retains the right to tow vehicles that are in violation of these rules and regulations. Towing will be at the vehicle owner's expense.

Section 6.7 - Recreational Vehicles/Trailers/Utility Trailers. Motor Homes, recreational house trailers, horse trailers, truck campers, boats, boat trailers, utility trailers and recreational vehicles of any sort or type must, to the extent possible, be garaged; and if kept outside must be parked behind the privacy wall on the subject lot, screened or partially screened from view from the street, in a location and in a manner approved by the ACC.

ARTICLE VII COMMUNITY WALLS

Section 7.1 - Changes to Association Walls. No changes shall be made to the Association Walls (defined in Section 2.3 "Maintenance of Walls" above), including a change in height or color, even on the inside of the wall, without the express written approval of the ACC.

ARTICLE VIII GARDEN SHED GUIDLINES

Section 8.1 - Introduction. By following the Garden Shed Guidelines, a Homeowner may install a garden shed without submitting a request to the Architectural Control Committee. Deviation from the Guidelines requires submission of a formal request to the Architectural Control Committee prior to installation. The Architectural Control Committee will require the

submission of information on any alternative installation for its consideration.

Section 8.2 – Siding. The shed siding shall be of either vinyl coated metal, masonite covered plywood, or stucco board.

Section 8.3 – Color. The shed siding and shed trim shall be painted to match the stucco color and trim of the home associated with the storage shed.

Section 8.4 – Roof. The roof of the shed shall be a pitched roof (not barn style). Sheds shall not be A-frame style. The roof shall be covered with tile or shingles to match the home. No portion of the roof shall extend over a lot's fence or wall.

Section 8.5 – Floor. At the Homeowner's option, the floor of the shed shall be plywood on joists or concrete slab.

Section 8.6 – Site. In preparing the site for the shed, the grade of the lot shall not be significantly altered so as to change the planned drainage pattern or cause erosion into a neighboring yard. The shed shall be placed on the lot in such a way so it is not less than ten (10) feet away from the home on any adjacent or abutting lot.

Section 8.7 – Height. The shed shall not be taller than eight (8) feet when measured from the highest point of the roof to the floor of the shed.

Section 8.8 – Width. The size of the shed shall not be larger than one hundred and twenty (120) square feet. Note that if the projected roof areas exceed 120 square feet, the storage shed may need to be permitted.

Section 8.9 – Restrictions. The shed shall not be used as a dwelling.

Section 8.10 – Zoning and Ordinances. Homeowners are solely responsible for compliance with Zoning and Village Ordinances in the installation of their sheds. The guideline does not guarantee compliance with Village requirements and regulations.

Section 8.11 – Enforcement. Sheds that do not meet the Guidelines will be subject to Notice by the Architectural Control Committee. The Homeowner will be required to remove non-compliant sheds or bring them into compliance at the Homeowner's expense.

ARTICLE IX ADMINISTRATIVE RULES

Section 9.1 - Consent in Writing. Any consent or approval required by the CC&R's or these rules must be obtained in writing prior to undertaking the action to which it refers.

Section 9.2 - Complaint. Any formal complaint regarding the management or operation of the Association or its property, or actions of other Owners must be made in writing to the Association. A person making a complaint may be asked to attend and speak at a hearing regarding the complaint held by the Board.

Section 9.3 - Complaints about Rules & Regulations Violations. The complaint must state (i) the name of the person making the complaint; (ii) the rule violation he or she wishes to complain about; (iii) the date and time of the violation; (iv) the address of the lot owned or occupied by the violator. The person making the complaint may be called to testify at a hearing in front of the Board of Directors if the violator requests a hearing.

Section 9.4 - Enforcement. Except in cases where damage or injury to persons or Property is imminent as a result of a violation of these Rules and Regulations, the Association will enforce the Rules and Regulations as follows:

- a) For a complaint of violation to be valid, it must either be (i) be received in writing from an Owner or resident; (ii) be reported by a member of the Board or Architectural Control Committee; or (iii) be observed by a Board authorized representative whose purpose is to enforce the Rules and Regulations.
- b) Notice of the reported violation shall be mailed to the alleged violator to the address of the Lot owned by such person, unless the Association has previously been notified in writing to use some other address.
- c) The violator shall be given thirty (30) days from the date of mailing to correct the violation.
- d) If a violation is not corrected within 30 days from the Courtesy Notice, A Second Violation Notice will be sent that shall describe (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed if the violation is not remedied within 14 days of the Notice; (iii) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board of Directors; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice.
- e) If a violation is not corrected within 14 days of the Second Notice, subsequent notices will be sent with increasing sanctions.
- f) Sanctions will be imposed as follows:

Courtesy Notice:	Warning.
2nd Violation Notice:	No fine.
3 rd Violation Notice:	\$25.00 Fine.
4 th Violation Notice:	\$50.00 Fine
5 th Violation Notice:	\$100.00 Fine

Subsequent Sanctions: \$To be determined by the Board. Legal action may be authorized by the Board. The prevailing party shall be entitled to recover costs and expenses, including reasonable attorney fees.

- g) Hearings: If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Board of Directors in executive session at the Board's earliest convenience. The alleged violator shall be given a reasonable opportunity to be heard. After a hearing, based on the circumstances, the Board may decide to reverse a notice of violation, or fine.
- h) The Board may at its option, enforce any provision of these Rules and Regulations, by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) without the necessity of compliance with procedures set forth above.

Section 9.5 - Homeowner Information. Upon request by the Association, Owners shall provide the Association with current and updated information regarding:

- a) Names of occupants, telephone numbers, emergency contact information.
- b) A notice or mailing address if it is not the property address.
- c) The names of any tenants and a copy of the lease.

Section 9.6 - Home Sales. The Owner and Buyer are obligated to inform the Association of the sale of any residence, along with the name and address of the purchaser. There is a fee charged by the management company for the required disclosure packet. Inquire with the management company on the current fee charged for the Resale Disclosure Bundle which includes the Status Letter, Resale Disclosure Certificate, and all Association Documents.

SAMPLE
COMPLAINT
REPORT OF VIOLATION OF RULES & REGULATIONS
SIERRA VISTA COMMUNITIES HOMEOWNERS
ASSOCIATION

(PLEASE PRINT)

Owner Name: _____ Date: _____

Property Address: _____

Mailing Address (if different): _____

Work Phone: _____ Home Phone: _____

I am writing to lodge a complaint or report a violation of the community Rules & Regulations. The details are as follows:

Date of Occurrence: _____ Time: _____

Name of Violator: _____ (if known)

Address of Violator: _____ (must be reported)

Description of complaint or violation (attach additional pages if necessary, or use reverse side):

If a vehicle violation, License Plate: _____,

Vehicle Description: _____

Have you previously addressed the issue directly with the Violator? Yes No

If the notice of violation is contested, you may be asked to attend a hearing in front of the Board.

Signature

Date

Submit this Complaint to
Sierra Vista Communities Homeowners Association c/o Hoamco, PO Box 67590 Albuquerque NM 87114
Or email: amoreira@hoamco.com

SAMPLE

**REQUEST FOR DESIGN APPROVAL
SIERRA VISTA SUBDIVISION ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE**

(PLEASE PRINT)

Owner Name: _____ Date: _____

Property Address: _____

Mailing Address (if different): _____

Work Phone: _____ Home Phone: _____

On the reverse side of this form, please describe the proposed changes or additions to your property. Please include **a copy of your property plat and indicate the exact location of proposed change or addition, distance to property lines from proposed change or addition, dimensions of backyard property and relevant surrounding features.** Also, this request must include **a sketch with the following information: style, dimensions, materials, color of the proposed change or addition, and the proposed construction #me schedule and contractor,** if any. Requests for repainting must include a color sample. Submitted material will not be returned. Should the committee require additional information, your request will be deferred until additional information is received.

Notes:

1. The owner understands and agrees that no work in this request shall commence until written approval by the Committee. The Committee has thirty days to respond to any request.
2. Once approved, the construction must be completed in a way that does not unreasonably interfere with neighboring properties.
3. Applicant has responsibility for removal, in a timely manner, of any debris resulting from construction.
4. Construction must meet all zoning, building codes, and City and County laws. Further, nothing herein contained shall be construed as a waiver or modification of any such code or law.
5. Where applicable, utility easements are to be marked before excavation is started. This service is provided free of charge by New Mexico One Call, and is required to provide for your safety. For location of underground communication, cable TV, electric, gas, water and sewers call New Mexico One Call at 260-1990 or (800) 321-2537, no later than two full business days before the day you plan to dig. Please note there may be a FINE if underground cables or conduits are severed.
6. Misrepresentation of any items in this request, either oral or written, may void any approval by the Sierra Vista Subdivision Architectural Control Committee.

Owner Signature

Date

Submit this request to:

Sierra Vista Architectural Control Committee; PO Box 21610, Albuquerque, NM 87154

